

# Direct debit authority for change of non-domestic lease

## Conditions of this authority to accept direct debits

Email: [info@water.co.nz](mailto:info@water.co.nz)

Phone: (09) 442 2222 Website: [www.watercare.co.nz](http://www.watercare.co.nz)

### 1. The Initiator:

- a. Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least ten (10) calendar days (but not more than two (2) calendar months) before the date when the Direct Debit will be initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). The advance notice will include the following message:  
"Unless advice to the contrary is received from you by (date\*), the amount of \$..... will be directly debited to your bank account on (initiating date)."  
*\*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.*
- b. May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

### 2. The Customer may:

- a. At any time, terminate this Authority as to future payments by giving notice of termination to the Initiator.
- b. Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- c. Request the Bank to reverse any Direct Debits initiated by the Initiator under the instructions by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the instructions and/or Confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the instructions.

### 3. The Customer acknowledges that:

- a. This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- b. In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c. Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
- d. Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
  - i. the accuracy of information about Direct Debits on Bank statements; and
  - ii. any variations between notices given by the Initiator and the amounts of Direct Debits.
- e. The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

### 4. The Bank may:

- a. In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- b. At any time terminate this authority as to future payments by notice in writing to me/us.
- c. Charge its current fees for this service in force from time to time.

## Change of non-domestic lease with a direct debit authority - change of lease account arrangement

The new lessee must read and sign this section. If the form is not signed, we will be unable to process your request.

I have read and understood Watercare's customer contract and agree that:

1. Watercare may complete a credit check on me. This includes a payment history check of any previous accounts held by me with Watercare.
2. If Watercare agrees to transfer the account into my name, Watercare's customer contract applies to me and I am responsible for paying all charges and services for water and wastewater incurred while the account is in my name in accordance with Watercare's customer contract.
3. If I do not make any payment required of me:
  - a. Late fees will be added to the account.
  - b. Watercare may close my account if three consecutive payments are missed.
  - c. Watercare may notify the property owner.
  - d. If full payment is not received or a repayment agreement has not been made with Watercare, the account may be closed and transferred back into the property owner's name.
4. Watercare is entitled to recover from me all charges for water and wastewater that are incurred during the period the account was in my name. It is also entitled to recover from me in full any administration charges and costs it has incurred relating to my non-payment including, without limitation, any legal costs.
5. Watercare may provide information about the account to the property owner at anytime.
6. If the property changes ownership while I am the lessee, I must inform Watercare of the change and sign a new change of non-domestic lease form to keep the account in my name